

**SECOND INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
THE QUILEUTE TRIBE AND THE WASHINGTON STATE DEPARTMENT OF
SOCIAL AND HEALTH SERVICES**

PREAMBLE

The Quileute Tribe (hereinafter the Tribe) and the Washington State Department of Social and Health Services (hereinafter the Department), signed their first Intergovernmental Agreement for Temporary Assistance for Needy Families on May 1, 2001 to transfer State maintenance of effort funds and to work in partnership to coordinate state and tribal benefits and services. The Tribe and the Department agreed to an extension of this initial Agreement to be effective from May 1, 2004 to December 31, 2004 (attached). The Tribe has approval from the United States, Department of Health and Human Services to continue administration of their Tribal Family Assistance Plan through April 30, 2007. The Tribe and the Department have negotiated this Second Intergovernmental Agreement.

I. AUTHORITY

THIS AGREEMENT is entered into between the Tribe and the Department pursuant to their respective governmental authorities. The Quileute Tribal Council is authorized to enter into this Agreement under Article VI, Section 1(a) of the Quileute Tribe's Constitution. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.080A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF program as provided for in P.L. 104-193 and to transfer a fair and equitable share of maintenance of effort funds to the eligible Indian tribe. The Department and the Tribe desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

The Department and the Tribe each have jurisdiction over domestic relations, including providing comprehensive welfare reform services and additional supportive services.

The Department and the Tribe recognize that the Tribe has a compelling interest as a sovereign in promoting and maintaining the governmental and cultural integrity of the Tribe. The parties recognize their respective sovereignty and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Tribes with approved TANF plans. The Tribe will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population.

II. PURPOSE

The Department and the Tribe enter into this Agreement to transfer a fair and equitable amount of State maintenance of effort funds to the Tribe and to work in partnership to coordinate state and tribal benefits and services. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into work and time-limited assistance. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both the Department and the Tribe. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedure for the transfer and exchange of services. Coordinating the transfer of identified cases from the Department to the Tribe shall assist in ensuring that tribal families receive uninterrupted services.

III. DEFINITIONS

The Department and the Tribe agree for the purposes of this Agreement to the following definitions.

- 1. Retrocession: Means the process by which an Indian nation voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate previously awarded state and federal funds before that authority otherwise expires.*
- 2. State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs.*
- 3. TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PL 104-103) and codified in title IV-A of the Social Security Act operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.*
- 4. TFAP (TANF Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.*

5. *Tribal TANF Program: Means a TANF program developed by an eligible Indian nation, tribal organization, or consortium and approved by the Administration for Children and Families under Section 412 of the Social Security Act.*
6. *WorkFirst: The state's welfare reform program, which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.*

IV. THE DEPARTMENT AND THE TRIBE AGREE TO THE FOLLOWING:

The Department and the Tribe engaged in negotiations to 1) determine the data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine the Tribe's federal TANF grant amount, and 2) the amount of State MOE funds and other monetary and non-monetary enhancement that would be provided by the Department to assist the Tribe's TANF program.

The Tribe currently has an approved TFAP, which is incorporated by reference. There has been a change in the Tribe's service area under the 2004-2007 TFAP from the initial TFAP. This change is due to the decision made by the Hoh Tribe to withdraw from inclusion under the Tribe's TANF plan. The exclusion of the Hoh Tribe results in a decrease in the Tribe's service population from 185.5 to 150.6 tribal families receiving public assistance benefits in 1994. Consistent with its federally approved TFAP, the Tribe will serve all American Indians in the Forks CSO service area with the exception of those residing on the Quinault, Makah and Hoh reservations as well as excluding all Hoh tribal members. The TFAP specifically includes all American Indians families residing on the Quileute reservation. The effective date of the Tribe continuing its TFAP is May 1, 2004.

During the three years of this Agreement the Department agrees to transfer to the Tribe in state funds, a total of \$1,376,136. This financial commitment by the state includes funds the Department previously transferred to the Tribe in the amount of \$305,808 for the period May 1, 2004 to December 31, 2004. For the period January 1, 2005 through April 30, 2005 the Department agrees to pay \$152,904. For the Plan years May 1, 2005 through April 30, 2006, and May 1, 2006 to April 30, 2007, the Department agrees to pay \$458,712 for each of these one (1) year periods. Included within the annual funding stated above, the Department agrees to pay to the Tribe Funding Based Upon Unique Needs (formerly enhanced funding for future employment opportunities) of \$121,534 for each of the three years. The annual amounts will be paid to the Tribe, upon submission of a department voucher (A-19), at the beginning of each calendar quarter, in accordance with the State MOE Payment Schedule, Exhibit A, attached and incorporated.

The Department and the Tribe will negotiate a quarterly reconciliation process and methodology for eligible Tribal TANF families identified in the Tribe's federally approved Tribal TANF Plan served by the Department during the agreement period. Any needed adjustments will be made to each quarterly payment.

The Department and the Tribe will negotiate and establish criteria and outcomes for measurements of success and a mechanism that will enable the Department to know how the Tribe has used the State's MOE funds and the number of eligible families served with the funds, as required by the November 27, 2000 TANF Policy Announcement (No. TANF-ACF-PA-00-4) issued by the U.S. Department of Health and Human Services, and incorporated by reference.

The parties commit to develop the process and procedures for reconciliation, measurements of success and a reporting mechanism for State MOE funds within six months of signing this Agreement.

Based on recent changes to policy, the Department and the Tribe agree to negotiate a data share agreement.

V. IMPLEMENTATION AGREEMENTS

The Department and the Tribe shall renew an Operational Agreement describing the working relationship between the Department of Social & Health Services Region 6 and the Tribe, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operational Agreement shall also include an Information and Data Sharing Protocol. The protocol shall include provisions identifying State and Tribal confidentiality protections and provisions to ensure that a family receiving assistance under the Tribe's plan may not receive assistance from other state or tribal TANF programs.

VI. RESPONSIBILITIES OF THE TRIBE

The Tribe shall provide TANF services as described in its federally approved TANF Plan. The Tribe shall comply with all applicable federal regulations governing the use of federal and state funds as they pertain to tribal governments. The Department and Tribe agree the Tribe will provide to the Department within thirty days of receipt all Federal audits of the Tribal TANF program.

In the event the Tribe fails to comply with the terms and conditions of this Agreement and all applicable federal regulations governing the use of federal and state funds as they pertain to tribal governments may result in nonpayment, an overpayment finding collectable by the Department, and/or termination of the Agreement. Should the Department find the Tribe to be out of compliance, the Department shall notify the Tribe

in writing of such finding and the Tribe shall be given reasonable time in which to cure the noncompliance. The Tribe agrees to allow the Department or its designee access to its program files for review and audit of State MOE funds for the limited purpose of determining compliance.

Consistent with its federally approved TFAP, the Tribe shall make the final determination of tribal membership of families applying for Tribal TANF services. The Tribe shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

The Tribe shall provide the Department with a list and description of the current eligibility for Tribal TANF services. If and when changes or revisions of such eligibility occur, the Tribe shall promptly inform the Department of these changes or revisions.

If the Tribe requests an amendment to its TFAP which would have a significant financial impact on the Department, the Tribe shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and the Tribe shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before the Tribe implements the amendment. The Tribe agrees to give the Department notice when such amendments are approved.

If the Tribe chooses to terminate or retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of termination or retrocession date shall be returned to the Department within 45 days of the termination or retrocession date.

VII. RESPONSIBILITIES OF THE DEPARTMENT

The Department shall provide the Tribe's TANF recipients with equitable access to Medical Assistance and Food Stamps program eligibility determination and distribution services. The Department shall also provide equitable access to the benefits of the Department's Child Care program including program eligibility and payment for childcare providers based on state law.

The Department shall provide the Tribe with a list and description of the current eligibility for State funded TANF services. If and when changes or revisions of such eligibility occur, the Department shall promptly inform the Tribe of these changes or revisions.

VIII. CONFLICT RESOLUTION

The Department and the Tribe understand that there may be times when a question is raised by either party regarding the appropriateness of a referral, either from the Department to the Tribe or from the Tribe to the Department. The Department and the Tribe acknowledge that there may be instances in which either the Department or the Tribe has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such instance, the Department and the Tribe shall attempt to resolve the matter through discussions. If unsuccessful, the Department and the Tribe agree to refer the matter to non-binding mediation.

Either party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the Department and the Tribe. The cost of a mediator shall be born equally by the Department and the Tribe.

If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals, one (1) selected by the Department, one (1) selected by the Tribe and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

IX. EXECUTION, AMENDMENT, WAIVER AND TERMINATION

This Agreement may be reviewed annually at the request of either the Tribe or the Department. This Agreement may be altered, amended or any provision may be waived by written agreement signed by both parties.


This Agreement is for three years. During this time, TANF is expected to be reauthorized at the federal and state level. If there are changes to the funding structure under federal or state TANF legislation that significantly impacts either party, each reserves the right to renegotiate this Agreement. Payments are subject to the availability of adequate federal and state funds. DSHS may renegotiate this Agreement subject to the new funding limitations and conditions by providing forty-five (45) calendar days' written notice.

This Agreement incorporates the Indian Nation and DSHS Agreement #0082-44138 for the Quileute Tribe Regarding General Terms and Conditions by reference, including but is not limited to, the provisions for Termination Due to Change in Funding, and Termination for Convenience. For this Agreement, either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

X. TERM


The period of performance for THIS AGREEMENT is from January 1, 2005 to April 30, 2007, unless extended, or terminated prior to that date, as provided herein.

The following representatives by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

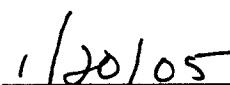


RUSSEL WOODRUFF, SR.
CHAIRMAN
Quileute Tribe

Date



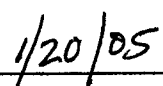
DENNIS BRADDOCK
SECRETARY
Department of Social & Health Services



Date



DEB BINGAMAN
ASSISTANT SECRETARY
Economic Services Administration



Date